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CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

**ANNUAL REQUIREMENTS
FOR
WINDOW CLEANING
Bid No. 10-041**

**G&M Window Service LLC
2045 South Folsom, Suite B
Lincoln, NE 68522
402.477.1337**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **G&M Window Service LLC, 2045 South Folsom, Suite B, Lincoln, NE 68522**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Annual Requirements for Window Service, Bid No. 10-041** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, excluding items for the work and sums set forth in Line Items # 5 - 8 of Contractor's Proposal/Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

Agreement to Lines 1-4 and 9-45

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

Owners will pay for products/service, according to the pricing as listed in Contractors Proposal/Supplier Response, excluding items for the work and sums set forth in Lines 5-8 of Contractor's Proposal/Response, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term from the date of execution by both parties.
9. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Insurance Requirements
 3. Accepted Proposal/Response
 4. Contract Agreement **Annual Requirements for Window Service**
 5. Specifications

6. Special Provisions
7. Addendum #1
8. Window Cleaning Location Listing
9. Bonds
10. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk _____

Mayor _____

Approved by Executive No. _____

dated _____

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Public Building Commission Attorney _____


Chairperson, Public Building Commission _____

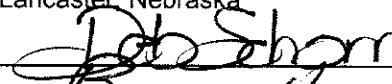

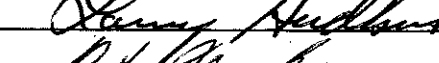

dated _____

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

for  _____
Lancaster County Attorney

 _____
 _____
 _____
 _____
Stevens Absent

dated _____

6/1/10

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

G&M WINDOW SERVICE LLC

Name of Organization

LIMITED LIABILITY COMPANY

Type of Organization

PO Box 30243 LINCOLN NE 68503

By: **Mam King** (Address)
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
G&M Window Service LLC
2045 South Folsom, Suite B
Lincoln, NE 68522

SURETY (Name and Principal
Place of Business):

Owner (Name and Address):
City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT
Date: 04/15/2010
Amount: \$1,000.00

Description (Name and Location):
For all labor, material and equipment necessary for Bid No. 10-041

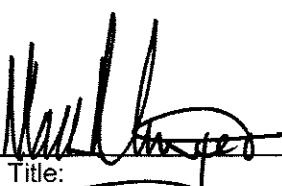
BOND
Date: 04/15/2010
Amount: \$1,000.00
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company:

(Corp. Seal)

SURETY
Company:

(Corp. Seal)

Signature:  GEN. MGR.
Name and Title:

Signature: _____
Name and Title:

EJCDC NO. 1910-28a (1984 Edition)
Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

PO BOX 80009 Lincoln, NE 68501 PH (402) 434-2265

76-702
1049

CASHIER'S
CHECK NO. 1018962

REMITTER: G&M WINDOW SERVICE LLC

AMOUNT: \$ 1,000.00

DATE: 05/26/10

TO ***CITY OF LINCOLN, NE***
THE ***LANCASTER COUNTY, NE***
ORDER ***LINCOLN-LANCASTER PUBLIC BUILDING COMMISSION***
OF

NON-NEGOTIABLE

Cashier's Check- Customer Copy



PO BOX 80009 Lincoln, NE 68501 PH (402) 434-2265

REMITTER: G&M WINDOW SERVICE LLC

DATE: 05/26/10

PAY: ***ONE THOUSAND and 00/100***USDollars

TO ***CITY OF LINCOLN, NE***
THE ***LANCASTER COUNTY, NE***
ORDER ***LINCOLN-LANCASTER PUBLIC BUILDING COMMISSION***
OF

NOTICE TO CUSTOMERS: THE PURCHASE OF
AN INDEMNITY BOND WILL BE REQUIRED
BEFORE ANY OFFICIAL CHECK WILL BE
REPLACED OR REFUNDED IN THE EVENT IT
IS LOST, MISPLACED OR STOLEN

76-702
1049

CASHIER'S
CHECK NO. 1018962

\$ ***1,000.00***

Cashier's Check

[Signature] *T*

AUTHORIZED SIGNATURE(S)
TWO SIGNATURES REQUIRED OVER \$10,000.00

⑈ 1018962⑈ ⑆ 104907025⑆ 100 212⑈

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
G&M Window Service LLC
2045 South Folsom, Suite B
Lincoln, NE 68522

SURETY (Name and Principal Place
Of Business):

Owner (Name and Address):
City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT
Date: 04/15/2010
Amount: \$1,000.00

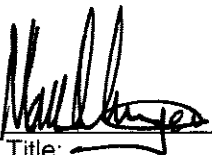
Description (Name and Location):
For all labor, material and equipment necessary for Bid No. 10-041

BOND
Date: 04/15/2010
Amount: \$1,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature:  GEN. MONTZ.
Name and Title: _____

Signature: _____
Name and Title: _____

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

- 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

- 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

- 4.1 Claimants who do not have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof to the Owner, stating that a claim is being made under this Bond and with substantial accuracy the amount of the claim.

- 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed, and

2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

- 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond.

By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.1 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials, or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

- 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

- 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, MARK MUNGER, do hereby certify that all equipment to be used on City Project/Bid No. 10 - 041, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in LANCASTER County, Nebraska.

DATED this 26 day of April, 2010.

By: [Signature]

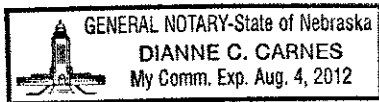
Title GEN MGR

STATE OF NEBRASKA)
COUNTY OF Lancaster)ss.
)

On April 26, 2010, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came Mark Munger, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)



[Signature]
Notary Public

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address
Email			440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68516	
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact
			Purchasing	
Bid Number	10-041 Addendum 1	Department		Department
Title	Annual Requirements for Window Cleaning	Building	Suite 200	Building
Bid Type	Bid	Floor/Room		Floor/Room
Issue Date	03/26/2010	Telephone	1 (402) 441-8313	Telephone
Close Date	4/9/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	Fax
Need by Date		Email	rhinze@lincoln.ne.gov	Email

Supplier Information

Company G&M Window Service LLC
 Address 2045 South Folsom
 Suite B
 Lincoln, NE 68522
 Contact Valarie Parris
 Department
 Building
 Floor/Room
 Telephone 1 (402) 477-1337
 Fax 1 (402) 441-0644
 Email VParris@windstream.net
 Submitted 4/9/2010 10:36:50 AM CST
 Total \$27,454.00

Signature _____

Supplier Notes _____

Bid Notes _____

Bid Messages _____

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes

3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Renewal is an Option	Contract Extension Renewal is an option.	Yes
5	Term Clause of Contract	(a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) Yes
6	Form of Bonds	I acknowledge that the Performance Bond and Payment Bond in the amount of \$1,000.00 of the Contract amount will be required with the signed contract upon award of this job.	Yes
7	Location Listing	I acknowledge reading and understanding the Location Listing.	Y
8	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
9	References	I acknowledge that I have attached in the suppliers response attachment section of the bid my three references on company letterhead.	Y
10	Contact	Name of person submitting this bid:	Val Parris
11	Electronic Signature	Please check here for your electronic signature.	Yes
12	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	Annual Cost	City Property Mgmt. K St., 440 South 8th Street, 2nd Floor North Side, Windows are cleaned Annually	\$140.00
Item Notes: Outside Only				
Supplier Notes:				
2	1	Biennial	Community Mental Health, 2200 St. Mary's Ave., Windows are cleaned every two (2) years	\$1,050.00
Item Notes: Inside and Out				
Supplier Notes:				
3	1	Biennial	Lancaster County Health, 3140 N St., Windows are cleaned every two (2) years	\$1,120.00
Item Notes: Outside Only				
Supplier Notes:				
4	1	Quarterly Washing	Lincoln Fire & Rescue Admin Offices, 1801 Q St. North Window Wall only & West Office, Windows are washed quarterly	\$120.00
Item Notes: Inside and Out				
Supplier Notes:				
5	1	Annually	Lincoln Housing Burke Plaza, 6721 L St., Windows are cleaned Annually	
Item Notes: Outside Only Should not have been a line item.				
Supplier Notes: Resident units interior cleaning \$5.00 per unit.				
6	1	Annually	Lincoln Housing Mahoney Manor, 4241 N 61St., Windows are cleaned Annually	
Item Notes: Outside Only Should not have been a line item.				
Supplier Notes: Resident units interior cleaning \$5.00 per unit.				
7	1	Annually	Lincoln Housing Crossroads House, 1000 'O St., Windows are cleaned Annually	
Item Notes: Outside Only Should not have been a line item				
Supplier Notes: Resident units interior cleaning \$5.00 per unit.				
8	1	Annually	Lincoln Housing Authority Office, 5700 R St., Windows are cleaned Annually	
Item Notes: Outside Only				
Supplier Notes: Should not have been a line item.				

9	1	Semi-Annually	Lincoln Water Systems, 2021 N 27th St., Windows are cleaned Semi-Annual	\$70.00
Item Notes: Outside Only				
Supplier Notes:				
10	1	Annually	Lincoln Police Substation, 4843 Huntington, Windows are cleaned Annually	\$154.00
Item Notes: Outside				
Supplier Notes:				
11	1	Biennial	Hall of Justice, 575 S. 10th St., Windows are cleaned every two (2) years	\$3,200.00
Item Notes: Outside Only				
Supplier Notes: If required garage window cleaning 150.00.				
12	1	Biennial	City County Bldg., 555 S. 10th St., Windows are cleaned every two (2) years	\$3,100.00
Item Notes: Outside Only				
Supplier Notes:				
13	1	Biennial	Court House Plaza Building, 633 South 10th, Windows are cleaned every two (2) years	\$245.00
Item Notes: Outside Only				
Supplier Notes:				
14	1	Biennial	County Correction Facility, 604 S. 10th St., Windows are cleaned every two (2) years	\$2,550.00
Item Notes: Outside Only				
Supplier Notes:				
15	1	Bi-Monthly	Wastewater Facility, 2400 Theresa St., Windows are cleaned Bi-Monthly	\$120.00
Item Notes: Outside Only				
Supplier Notes:				
16	1	Monthly	NE Operations Control Facility, 7000 N. 70th St., Windows are cleaned Monthly	\$40.00
Item Notes: Outside Only				
Supplier Notes:				

17	1	27 South Street Library, 2675 South St., Windows are cleaned Semi-Annually Semi-Annually	\$62.00
Item Notes: Inside and Out			
Supplier Notes:			
18	1	Bennett Martin Library, 136 S. 14th St., Windows are cleaned Semi-Annually, Clean all first Semi-Annually floor windows, inside and out, every six months. Clean the inside of all 2nd through 4th floor windows every six months. Clean the outside of all 2nd floor windo	\$485.00
Item Notes: Inside and Out			
Supplier Notes:			
19	1	Bennett Martin Library 136 S. 14th St., Windows are cleaned Semi-Annually Semi-Annually	\$695.00
Item Notes: Inside and Out			
Supplier Notes:			
20	1	Bethany Library, 1810 N. Cotner, Windows are cleaned Semi-Annually Semi-Annually	\$72.00
Item Notes: Inside and Out			
Supplier Notes:			
21	1	Gere Library, 2400 S. 56th St., Windows are cleaned Semi-Annually Semi-Annually	\$340.00
Item Notes: Inside and Out			
Supplier Notes:			
22	1	Gere Library - Clerestory, 2400 S. 56th St., Windows are cleaned Semi-Annually Semi-Annually	\$125.00
Item Notes: Inside and Out			
Supplier Notes:			
23	1	Anderson Library, 3635 Touzalin, Windows are cleaned Semi-Annually Semi-Annually	\$140.00
Item Notes: Inside and Out			
Supplier Notes:			

24	1	Bess Dodson Walt Library, 6701 S. 14th St, Windows are cleaned Semi-Annually. Semi-Annually	\$375.00
		Item Notes: Inside and Out	
		Supplier Notes:	
25	1	Bess Dodson Walt Library - Clerestory, 6701 S. 14th St., Windows are cleaned Semi-Annually Semi-Annually	\$179.00
		Item Notes: Inside and Out	
		Supplier Notes:	
26	1	Eiseley Library, 1530 Superior, Windows are cleaned Semi-Annually Semi-Annually	\$375.00
		Item Notes: Inside and Out	
		Supplier Notes:	
27	1	Eiseley Library - Clerestory, 1530 Superior, Windows are cleaned Semi-Annually Semi-Annually	\$179.00
		Item Notes: Inside and Out	
		Supplier Notes:	
28	1	University Square Parking Garage, 101 N. 14 St., South Stair Tower, Windows are cleaned Semi-Annually Semi-Annually	\$100.00
		Item Notes: Inside and Out	
		Supplier Notes:	
29	1	University Square Parking Garage, 101 N. 14 St., Northeast Stair Tower, Windows are Semi-Annually cleaned Semi-Annually	\$250.00
		Item Notes: Inside and Out	
		Supplier Notes:	
30	1	University Square Parking Garage, 101 N. 14 St., Open Shaft Windows in South Stair Towe, Semi-Annually Windows are cleaned Semi-Annually	\$105.00
		Item Notes: Inside and Out	
		Supplier Notes:	

31	1	Center Park Garage, 1100 N St., Plexi Stair Covers, Windows are cleaned Semi-Annually Semi-Annually	\$125.00
		Item Notes: Inside and Out	
		Supplier Notes:	
32	1	Center Park Garage, 1100 N St., Stair Tower & Bridge, Windows are cleaned Semi-Annually Semi-Annually	\$657.00
		Item Notes: Inside and Out	
		Supplier Notes:	
33	1	Center Park Garage, 1100 N St., North Elevator/Shaft, Windows are cleaned Semi-Annually Semi-Annually	\$369.00
		Item Notes: Inside and Out	
		Supplier Notes:	
34	1	Carriage Park Garage, 1120 L St., Stair Towers, Elevator & Elevator Shaft, Windows are Semi-Annually cleaned Semi-Annually	\$1,952.00
		Item Notes: Inside and Out	
		Supplier Notes:	
35	1	Carriage Park Garage, 1120 L St., Skywalk, Windows are cleaned Semi-Annually Semi-Annually	\$450.00
		Item Notes: Inside and Out	
		Supplier Notes:	
36	1	Cornhusker Square, 1220 L St., Garage Stair Towers, Windows are cleaned Semi-Annually Semi-Annually	\$100.00
		Item Notes: Inside and Out	
		Supplier Notes:	
37	1	Que Place Garage, 1111 Q. St., Stair Towers, Windows are cleaned Semi-Annually Semi-Annually	\$1,898.00
		Item Notes: Inside and Out	
		Supplier Notes:	

38	1	Que Place Garage, 1111 Q. St., West Elevator & Shaft, Windows are cleaned Semi-Annually Semi-Annually	\$75.00
		Item Notes: Inside and Out	
		Supplier Notes:	
39	1	Que Place Garage, 1111 Q. St., Skywalk and Metal Area, Windows and Metal are cleaned Semi-Annually Semi-Annually	\$257.00
		Item Notes: Inside and Out	
		Supplier Notes:	
40	1	Market Place Garage, 925 Q St., Stair Towers & Elevator, Windows are cleaned Semi-Annually Semi-Annually	\$898.00
		Item Notes: Inside and Out	
		Supplier Notes:	
41	1	Market Place Garage, 925 Q St., Skywalk and Metal Area, Windows and Metal are cleaned Semi-Annually Semi-Annually	\$257.00
		Item Notes: Inside and Out	
		Supplier Notes:	
42	1	Parking Office, 850 Q Street, Windows are cleaned Semi-Annually Semi-Annually	\$25.00
		Item Notes: Inside and Out	
		Supplier Notes:	
43	1	Haymarket Garage, 840 Q St., Elevator, Windows are cleaned Semi-Annually Semi-Annually	\$100.00
		Item Notes: Inside and Out	
		Supplier Notes:	
44	1	Haymarket Garage, 840 Q St., Stair Tower, Windows are cleaned Semi-Annually Semi-Annually	\$235.00
		Item Notes: Inside and Out	
		Supplier Notes:	

45	1	NE Team Station, 4843 Huntington, Windows are cleaned Semi-Annually Semi-Annually	\$140.00
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Item Notes: Outside Only

Supplier Notes:

Response Total:	\$27,454.00
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ANNUAL REQUIREMENTS FOR WINDOW CLEANING SERVICES
BID NO. #10-041

1. INTENT

- 1.1 City of Lincoln, Lancaster County, Nebraska; and the Lincoln-Lancaster County Public Building Commission; (hereinafter referred to as "Owners"), desire to retain qualified contractors for Annual Requirements for Window Cleaning Services, and in accordance with all applicable Lincoln Municipal Codes pertaining to such services and work.
- 1.2 To provide all required supervision, labor, chemicals, machines, set-up and rigging, tools, equipment, traffic control (if deemed necessary), services, qualifications, insurance, permits, licenses, experience and expertise to perform Window Cleaning Services specified herein in a safe, timely, and efficient manner.
- 1.3 Assigned window cleaning services would be on Owners owned property and could be at various different locations as listed in bid line items or as directed by the Owners.
- 1.4 These services shall be performed for the Owners requiring such services, under the direction and supervision of the awarded contractor's.

2. TERM OF AGREEMENT

- 2.1 The term of the contract shall be four (4) years from date of executed contract.
- 2.2 The Owners or Contractor may terminate the contract service agreement at any time provided a thirty (30) day written notice is submitted by the one who wants to terminate the service agreement.

3. BIDDING PROCEDURE

- 3.1 Read all attachments prior to submitting your Proposal.
 - 3.1.1 Bidders shall submit bid documents and all supporting material via E-Bid.
 - 3.1.2 All inquiries regarding these specifications shall be directed via e-mail to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov)
 - 3.1.3 All relevant inquiries will be distributed to prospective bidders electronically as an addendum.
 - 3.1.4 Only written inquiries received within five (5) calendar days of the bid opening will be addressed.

4. CONTRACT AND INSURANCE

- 4.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Contract between the Contractor and the Owners with the required performance/payment bond.
- 4.2 Also, within such time period the Contractor must furnish with the executed contract a certificate of insurance with worker's comp in accordance with the Insurance Clause, naming the City of Lincoln, Lancaster County, and Lincoln-Lancaster County Public Building Commission as the additional insured.

5. CONTRACTOR'S QUALIFICATIONS/REQUIREMENTS

- 5.1 Bidding shall be limited to individuals, partnerships and corporations actively engaged in the field of high rise window washing.
- 5.2 Contractors shall demonstrate competence, experience and financial capability to carry out the terms of the Window Cleaning Services contract.
- 5.3 All contractors must have in their possession by means of ownership or available to them by formal agreement at the time of bidding, all equipment and supplies

(window-cleaners' belts, boatswain's chairs, rope descent systems, ladders, supported scaffolds high reach poles, water feed poles and the support equipment used to suspend employees cleaning windows) which maybe necessary and required to perform the services outlined in these specifications.

- 5.3.1 Bids will not be awarded to contractors who would purchase and/or lease necessary equipment and tools contingent upon their being awarded a bid and/or contract.
- 5.4 Contractors must be able to provide one or more crews to do the work in a timely, efficient and safe manner.
- 5.5 Contractor shall provide adequate protection to prevent any damage to the exterior and interior of the building during window washing operations.
- 5.6 Window washing scaffolding shall be maintained at Contractor's expense.
 - 5.6.1 Contractor shall be responsible in insuring that all equipment is maintained and operated in accordance with manufacturer applicable standards.
- 5.7 Contractor shall require each of its employees and/or agents, while working in or about the premises, to exercise at all times due care for the protection of persons and property, and at all times, to observe the generally accepted standards of safety precautions and courtesy.
- 5.8 Contractor shall comply fully with all applicable State, Federal and OSHA laws and regulations of any governmental authority, including but not limited to training, safety, employment, wages, taxes and licensing.
- 5.9 The Contractor shall be held liable for any damage they cause to Owner's property - both inside and outside.
- 5.10 The Contractor shall give a minimum 5-days notice to the Building Maintenance Division or its designee whenever the building is scheduled for window cleaning
- 5.11 Unless previously agreed upon by the Owner's, all interior windows shall be cleaned during normal working hours, which is 8:00 A.M. to 4:30 P.M., Monday through Friday.
 - 5.11.1 The Owner will provide the successful bidder with a schedule of holiday closings.
 - 5.11.2 The Contractor will coordinate with Owners staff to minimize any disruption in work.
- 5.12 Some Owner's buildings, or areas within a building may have restricted access.
 - 5.12.1 Examples of restricted buildings are the City/County Building Police Division, Hall of Justice, Jail and Court House Plaza.
- 5.13 The Owner's intends to include the buildings listed in the bid line items in the initial service agreement.
- 5.14 The Owner's reserves the right to add or delete any building from the cleaning schedule.
 - 5.14.1 The cost to clean additional buildings will be mutually determined at the time of addition.
- 5.15 All windows, sills, frames and metal will be cleaned and wiped down to reduce streaking on glass and/or frames using a cleaning solution approved by the "Owners" designated agent.
 - 5.15.1 Standard window cleaning shall include but not limited to, rinsing, cleaning, soap application, squeegee clean, and all edges wiped.
- 5.16 All window frames and sills must be cleaned by one or any combination of the following:
 - 5.16.1 As needed
 - 5.16.2 Semi-Weekly
 - 5.16.3 Annually or Bi-Annually
 - 5.16.4 Quarterly

- 5.16.5 Every two years
- 5.17 Contractor shall take all measures necessary to prevent the cleaning solution from contacting the facilities' exterior walls.
- 5.18 All safety gear and support equipment shall meet or exceed all required State, Local and OSHA safety regulations and born by the Contractor.
- 5.19 Elevator shaft window (including outside of car window) inside and out must be hand cleaned.
 - 5.19.1 Outside window in elevator car must be done with a pole.
- 5.20 Extension and power poles in courtyards for first and second floors can be used if work is done satisfactorily.
- 5.21 Contractor shall supply planks beings there are no hooks on the roofs of buildings listed.
- 5.22 Clerestory windows at Gere, Loren Corey Eiseley and Bess Dodson Walt Branch Library shall be cleaned 2 times a year.
- 5.23 To insure the contractor's safety contractor will be responsible for checking scaffolding meets code where scaffolding is built in.
- 5.24 A 24 hour notice is needed to clean high-rise windows.

6. BIDDING PROCEDURE AND AWARD OF CONTRACT

- 6.1 Contractors should thoroughly read and understand the scope of work, responsibilities and all other specific requirements herein needed to provide Window Cleaning Services prior to submitting bids.
- 6.2 A Performance & Payment Bond in the amount of \$1,000.00 will be required with the signed contract upon award of this job.
- 6.3 The following documents must be attached to your bid in the suppliers response section of the bid on company letterhead:
 - 6.3.1 Reference list indicating past or current commercial or Government clients within the last 5 years, applicable service dates, Window Cleaning Services performed, contact person, company name, telephone number of such clients, # of windows cleaned, length of contract and annual contract value.
 - 6.3.2 List of all permanent full time and/or permanent part-time personnel who would be involved in performing specified Window Cleaning Services.

7. PAYMENT FOR WORK DONE

- 7.1 Invoices for payment shall include company name and address, locations of where completed window washing has been done, contracted price, and total amount due shall be submitted within twenty (20) days of completion of assigned window washing and sent to the department responsible.
- 7.2 Any Owners window washing by the contractor that is not done satisfactorily and in accordance with the specifications or standards stated herein shall be redone at no additional cost to the Owners.
 - 7.2.1 Window washing must be redone within seven (7) working days from the date of notification to do such work.

8. TERMINATION FOR CAUSE

- 8.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 8.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 8.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract with the contractor.

- 8.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract and keep the bond.
- 8.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
- 8.4.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

9. CONTRACT AWARD PROVISIONS

- 9.1 The following factors shall be considered in determining the lowest, responsive, responsible bidder/s:
 - 9.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
 - 9.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - 9.1.3 Ability of the bidder to perform the work within the time specified for each project.
 - 9.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
 - 9.1.5 Information obtained from the references provided by the bidder.
 - 9.1.6 Pricing from the bid proposal.
 - 9.1.7 Any other information deemed relevant to the contract by the Owners.
- 9.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 9.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
- 9.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 9.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

10. NO USE OF TOBACCO PRODUCTS AND ALCOHOLIC BEVERAGES/ILLCIT DRUGS

- 10.1 The "Owners" do not allow smoking, alcoholic beverages/illicit drugs or the use of any tobacco products within it's property.
- 10.2 This ban applies to contractors and sub-contractors and their employees.
 - 10.2.1 Any contracted employee who reports for work showing evidence of an impaired condition shall not be permitted to remain on the premises.
 - 10.2.1.1 The contractor is completely responsible for monitoring his/her employees and will be held responsible for proper handling of suspected incidents of improper use or alcohol or drugs.

ADDENDUM #1
SPECIFICATION NO. 10-041
FOR

Annual Requirements for Window Cleaning Services

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

The following changes are to be made to the specifications:

- Q.** High reach equipment would need to be rented to perform some work at different locations. We do not have a formal agreement with the different rental companies in town, but rent equipment on a regular basis. Will this create a problem?
- A.** Please read section 5.3
- Q.** 5.20 - Extension and power poles. Did you mean water fed poles? Will extension and water fed poles not be allowed for work above 2nd floor?
- A.** 5.20 - should read Extension and water fed poles in courtyard for all floors can be used if work is done satisfactorily.
- Q.** 5.21 - Contractor shall supply planks. Do you mean plans?
- A.** No, Contractor shall supply planks where needed (i.e. Bennett Martin).
- Q.** 6.3.1 & 6.3.2 - Reference list with contact information including contract value. Will this be available for other bidders to see?
- A.** No
- 1.** I did not see a time for a walkthrough of different properties. Is there 1 contact person for this?
There is not a contact for the properties. A list of locations was provided with the bid and you may walk through the buildings during business hours.

All other terms and conditions shall remain unchanged.

Dated this 29th day of March 2010.

Shelly Hinze
Buyer

Facility	Location	Frequency	Washed Inside and/or Outside
City Property Mgmt. "K" St.	440 South 8th - 2nd floor N. side	As needed	Outside Only
Community Mental Health	2200 St. Mary's Ave	Every 2 years	Inside and Out
Lancaster County Health	3140 N St.	Every 2 years	Outside Only
Lincoln Fire & Rescue Admin offices	1801 Q St. North window wall only & West office	Quarterly	Inside and Out
Lincoln Housing Burke Plaza	6721 L St.	On call basis	Outside Only
Lincoln Housing Mahoney Manor	4241 N 61st St.	On call basis	Outside Only
Lincoln Housing Crossroads House	1000 "O" St.	On call basis	Outside Only
Lincoln Housing Authority Office	6700 R St.	On call basis	Outside Only
Lincoln Water Systems	2021 N 27th St.	Semi-Annually	Outside Only
Lincoln Police Substation	4843 Huntington	Annually	Outside Only
Hall of Justice	575 S. 10th St.	Every 2 years	Outside Only
City County Bldg.	555 S. 10th St.	Every 2 years	Outside Only
Court House Plaza Building	633 South 10th	Every 2 years	Outside Only
County Correction Facility	604 S. 10th St.	Every 2 years	Outside Only
Wastewater Facility	2400 Theresa St.	Bi-Monthly	Outside Only
NE Operations Control Facility	7000 N. 70th St.	Bi-Monthly	Outside Only
27 South Street Library	2675 South St.	Semi-Annually	Inside and Out
Bennett Martin Library	136 S. 14th St.	Semi-Annually	Inside and Out
Bennett Martin Library 3 & 4 floors	136 S. 14th St.	Semi-Annually	Inside and Out
Bethany Library	1810 N. Colner	Semi-Annually	Inside and Out
Gere Library	2400 S. 56th St.	Semi-Annually	Inside and Out
Gere Library - Clerestory	2400 S. 56th St.	Semi-Annually	Inside and Out
Anderson Library	3635 Touzalin	Semi-Annually	Inside and Out
Bess Dodson Wait Library	6701 S. 14th St	Semi-Annually	Inside and Out
Bess Dodson Wait Library - Clerestory	6701 S. 14th St	Semi-Annually	Inside and Out
Eiseley Library	1530 Superior	Semi-Annually	Inside and Out
Eiseley Library - Clerestory	1530 Superior	Semi-Annually	Inside and Out
Dan Williams Library	5000 Mike Scholl St	Semi-Annually	Inside and Out
University Square Parking Garage	South Stair Tower	Semi-Annually	Inside and Out
University Square Parking Garage	Northwest Stair Tower	Semi-Annually	Inside and Out
University Square Parking Garage	Open Shaft Window in South Stair Tower	Semi-Annually	Inside and Out
Center Park Garage	Plexi Stair Covers	Quarterly	Inside and Out
Center Park Garage	Stair Tower & Bridge	Semi-Annually	Inside and Out
Center Park Garage	North Elevator/Shaft	Semi-Annually	Inside and Out
Carriage Park Garage	Stair Towers, Elevator & Elevator Shaft	Semi-Annually	Inside and Out
Carriage Park Garage	Skywalk	Semi-Annually	Inside and Out
Cornhusker Square Garage	Stair Towers	Semi-Annually	Inside and Out
Que Place Garage	Stair Towers	Semi-Annually	Inside and Out
Que Place Garage	West Elevator & Shaft	Semi-Annually	Inside and Out
Que Place Garage	Skywalk	Semi-Annually	Inside and Out
Market Place Garage	Stair Towers & Elevator	Semi-Annually	Inside and Out
Market Place Garage	Skywalk	Semi-Annually	Inside and Out
Parking Office		Semi-Weekly	Inside and Out
Haymarket Garage	Elevator	Semi-Annually	Inside and Out
Haymarket Garage	Stair Tower	Semi-Annually	Inside and Out
NE Team Station	4843 Huntington	Semi-Annually	Inside and Out

Clean all first floor windows, inside and out, every six months. Clean the inside of all 2nd through 4th floor windows every six months.

Clean the outside of all 2nd floor windows every six months. Clean the inside of the elevator shaft windows (including the outside of the car window) every six months. Clean the outside of the elevator shaft windows, to the level of 2nd floor, every six months.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
 - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
 - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
 - 1.7.3 Said document is available on the web site.
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdndspec/index.htm>

2. BID SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
 - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
 - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
 - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. BRAND NAMES

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. DEMONSTRATIONS/SAMPLES

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. DELIVERY (Non-Construction)

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
 - 11.1.1 Manufacturer's warranties and/or guarantees.
 - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
 - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
 - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

- 18.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

19. INSURANCE

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

- 20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. The Contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- ☒ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
- ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
1. Owners will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 2. The prepared documents shall be delivered to the Owners within 10 days (unless otherwise noted).
 3. The Owners will sign the Contract and insert the date of signature at the beginning of the Contract.
 4. Upon approval and signature from the Mayor, County Board and Public Building Commission, the Owners will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. CITY AUDIT ADVISORY BOARD

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS LANCASTER COUNTY, NEBRASKA; PUBLIC
BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each
D. Products Liability & Completed Operations	Occurrence
	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.

- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

F. Certificate of Insurance

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

**CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA
PURCHASING DIVISION**

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the Owners for the contract period.
 - 1.2 Items listed may or may not be inclusive of Owners requirements for this category.
 - 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
 - 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the Owners shall be neither obligated nor limited to any specified amount. The Owners will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the Owners.
 8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the Owners.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the Owners's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various Owners' Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 **Escalation/De-escalation Clause:** In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the Owners:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The Owners reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

6. TERMINATION OF CONTRACT

- 6.1 This contract may be terminated by either party upon thirty (30) days prior notice in writing to the other party. The Owner may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the Owner may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.



Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name G&M Window Service LLC		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 2045 South Folsom, Suite B		
City Lincoln	State NE	Zip Code 68508	City Lincoln	State NE	Zip Code 68522

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Lessor

of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____ :
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

04/15/10

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.
Materials used for WATER services are taxable per Reg. 066.14A.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstatxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



CERTIFICATE OF LIABILITY INSURANCE

OP ID PF

DATE (MM/DD/YYYY)

04/28/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Insurance Agents Incorporated 2800 Freeway Blvd Minneapolis MN 55430-1751 Phone: 763-549-2200 Fax: 763-549-2299	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: G&M-1																					
INSURED G&M Window Service, LLC Valerie Parris P.O. Box 30243 Lincoln NE 68503-0243	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Harleysville Insurance Co</td><td></td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Harleysville Insurance Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	SPP000040335F	04/14/10	04/14/11	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		SPP000040335F	04/14/10	04/14/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		SPP000040335F	04/14/10	04/14/11	EACH OCCURRENCE \$ 2000000
	<input type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 2000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Lincoln, Nebraska, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission as additional insured with respects to General Liability. Bid # 10-041

CERTIFICATE HOLDER

CANCELLATION

CITYL18 City of Lincoln & Purchasing Division 440 S 8th St, Ste 200 Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD		CERTIFICATE OF LIABILITY INSURANCE		Date (mm/dd/yy) 4/30/2010	
Producer Advanced Risk Solutions 12980 Metcalf, Suite 490 Overland Park, KS 66213 www.advancedrisksolutions.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. INSURERS AFFORDING COVERAGE INSURER Lumbermen's Underwriting Alliance A INSURER B B INSURER C C INSURER D D INSURER E E			
Insured Alliance Compensation & Benefits Group, Inc. 2566 Leavenworth St. Omaha NE 68105					
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE MM/DD/YY	POLICY EXPIRATION DATE MM/DD/YY	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGG LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Not Applicable			EACH OCCURRENCE \$000000 FIRE DAMAGE (Any one fire) \$000000 MED EXP (Any one person) \$000000 PERSONAL & ADV INJURY \$000000 GENERAL AGGREGATE \$000000 PRODUCTS-COMP/OP AGG \$000000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Not Applicable			COMBINED SINGLE LIMIT \$000000 BODILY INJURY (Per person) \$000000 BODILY INJURY (Per accident) \$000000 PROPERTY DAMAGE (Per accident) \$000000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	Not Applicable			AUTO ONLY - EA ACCIDENT \$000000 OTHER THAN EA AGG \$000000 AUTO ONLY: AGG \$000000
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	Not Applicable			EACH OCCURRENCE \$000000 AGGREGATE \$000000 \$000000 \$000000 \$000000
A	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	295001	11/1/2009	11/1/2010	<input checked="" type="checkbox"/> STATUTORY LIMIT <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER. Coverage extends to the employees of: G&M Window Service, LLC 2045 S. Folsom, #B Lincoln, NE 68522					
CERTIFICATE HOLDER			CANCELLATION		
GMV City of Lincoln Lancaster County Building Commission 555 South 10th Street Lincoln NE 68508			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. * 10 Days for Non-Payment of Premium. AUTHORIZED REPRESENTATIVE Robert M Gagne		
ACORD 253 (7/07)			ACORD CORPORATION 1998		